



# Naperville

## COUNCIL AGENDA ITEM SUMMARY SHEET

CITY COUNCIL

5.17.94

AGENDA ITEM N.3

TITLE Ordinance Authorizing the Execution of the Second Amendment to the Agreement for Wastewater Utility Service Between the City of Warrenville and the City of Naperville

SUBMISSION DATE 5-9-94 REQUESTED AGENDA DATE 5-17-94

<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Board Minutes
<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Omni <input type="checkbox"/> Not Omni	<input type="checkbox"/> Petition to Plan Commission
<input type="checkbox"/> Resolution	<input type="checkbox"/> Acceptance of Improvements
<input type="checkbox"/> Bid Award	<input type="checkbox"/> Petition to ZBA
<input type="checkbox"/> Staff Report/Recommendation	<input type="checkbox"/> Appointment to a Board
<input type="checkbox"/> Board Report/Recommendation	<input type="checkbox"/> Mayoral Proclamation
<input type="checkbox"/> Petition/Communication	<input type="checkbox"/> Insurance Claims Report
<input type="checkbox"/> Plat - Preliminary/Final	<input type="checkbox"/> Bills and Payroll
<input type="checkbox"/> Annexation Agreement	<input type="checkbox"/> Budget Transfer
<input type="checkbox"/> Expenditure	<input type="checkbox"/> SIA
<input type="checkbox"/> Liability Case	<input type="checkbox"/> Other

SYNOPSIS Ordinance authorizing the execution of the Second Amendment to the Agreement for Wastewater Utility Service between the City of Warrenville and the City of Naperville.

☒ Attached Will be submitted on \_\_\_\_\_ (date)

Previously submitted on \_\_\_\_\_ (date)

COUNCIL ACTION PREVIOUSLY TAKEN -  
Date of action \_\_\_\_\_ Action \_\_\_\_\_

Item No. \_\_\_\_\_

COUNCIL REQUESTED TO SAVE PAPER FROM MEETING DATE \_\_\_\_\_

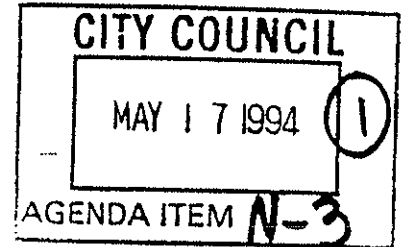
COUNCIL ACTION REQUESTED/RECOMMENDED THIS MEETING -

Consider Ordinance

Submitted by Michael M. Roth LEGAL  
Name Department

OFFICE OF THE CITY Manager

**CITY OF NAPERVILLE  
MEMORANDUM**



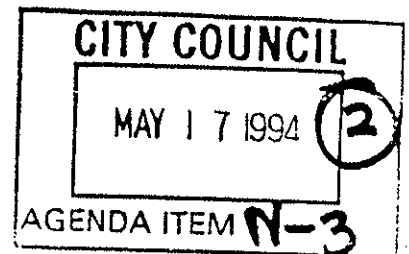
**DATE:** May 9, 1994  
**TO:** Ronald S. Miller  
**FROM:** Michael M. Roth ~~JK~~  
**SUBJECT:** Ordinance for the Second Amendment for Wastewater Utility Service Between  
the City of Warrenville and the City of Naperville

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Attached please find an ordinance authorizing execution of the second amendment to the wastewater utility agreement with the City of Warrenville. This ordinance contains revisions requested by Julia Carroll in her May 6, 1994 memorandum (attached) and authorizes execution of the second amendment by you, subject to transfer of fire protection jurisdiction from the Naperville Fire Protection District to the Warrenville Fire Protection District. I understand that a memorandum explaining the substance of the second amendment will be provided by Allan Poole.

MMR/pj  
Attachment  
cc: Allan Poole  
Julia Carroll

CITY OF NAPERVILLE  
MEMORANDUM



DATE: May 11, 1994

TO: Ronald S. Miller

FROM: Allan L. Poole

A handwritten signature in cursive script, appearing to read "Allan L. Poole".

SUBJECT: Recommendation for Approval of "Second Amendment" for Wastewater Utility Service between the City of Warrenville and the City of Naperville for Warrenville Development Property (Cantera)

In order to serve the Elmhurst-Chicago Stone Company property under development by Amoco Realty and LaSalle Partners, the City of Warrenville has requested expanded wastewater utility service by the City of Naperville. Negotiations for this additional service for wastewater transport, pumping and treatment by Naperville has occurred over several years with many meetings with Mike Roth, Julia Carroll, you and I representing Naperville and Barry Moss, Jim Connors, and Mayor Lund representing Warrenville.

The final product of these extensive negotiations over time is the "Second Amendment" with a brief summary as follows:

Present and Future Wastewater Treatment Capacity Purchases by Warrenville Development Property (Cantera)

Initial

- Initial 200,000 gallons/day @ \$2.54 per gallon for \$508,000 paid June 1, 1994.

*Base charge*

Future

- 800,000 gallons/day @ future indexed costs with minimum purchases of 100,000 gpd and payments in ten annual installments plus interest on unpaid balances.

*1 gallon per day*

Total

- 1,000,000 gpd of wastewater treatment capacity at Springbrook Water Reclamation Center for full development of Cantera.

*2002 - 1,681,479  
\$44 per day  
\$1.1M*

**Present Wastewater Pump Station and Force Main Capacity Purchases by Warrenville Development Property - (Cantera)**

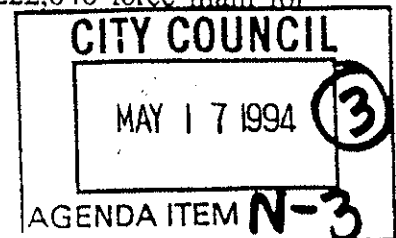
**Initial and Future at Present**

- 2,650,000 gallons/day for peak wastewater pumpage at new Northwest Wastewater Pump Station (River Road and Ogden Avenue) now under construction and existing new River Road Force Main at 37.75% of constructed capacities.

- Initial payment of \$200,000 for Northwest Wastewater Pump Station with future payment of \$215,250 over four years with interest. Initial payment of \$147,756 and \$74,890 for two portions of River Road Force Main for \$222,646.

- Total initial payments of \$200,000 wastewater pump station and \$222,646 force main for \$422,646.

- Future payments of \$215,250 plus interest over four years.



**Total Purchases and Payments**

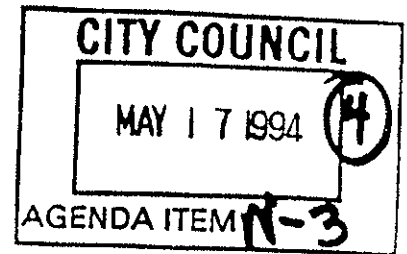
INITIAL	CAPACITY	AMOUNT
Wastewater Treatment	200,000 gpd	\$508,000
Wastewater Pump Station	1,276,339 gpd	200,000
Wastewater Force Main	2,650,000 gpd	222,646
Subtotal		\$930,646

FUTURE	CAPACITY	AMOUNT
Wastewater Treatment	800,000 gpd	Indexed Forward to Purchase Times with Additions
Wastewater Pump Station	1,373,661 gpd	\$215,250 plus Interest over Next Four Years with Equal Payments
Wastewater Force Main	0	0
Subtotal		Present Amounts Indexed Forward or Time Payments with Interest

In addition to the capital costs for the Warrenville Development Property - Cantera Development, the variable charges for on-going operation-maintenance-replacement costs have been modified for the new-Warrenville wastewater flow. Paragraph 6 of the present agreement would be amended to reflect addition of the Cantera Development as a second City of Warrenville connection to the Naperville wastewater utility.

In summary, the Second Amendment has been negotiated in a fair and reasonable manner with the City of Warrenville and is recommended by the Naperville staff for Council approval.

City of Naperville  
Memorandum



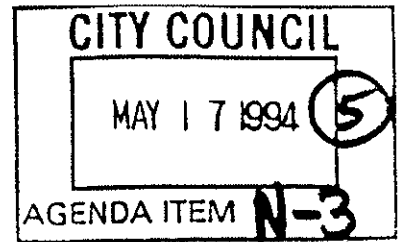
DATE: May 6, 1994  
TO: Mike Roth  
FROM: Julia Carroll *JC*  
SUBJECT: Warrenville Wastewater Utility Agreement - Second  
Amendment  
CC: Allan Poole

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I have reviewed the second amendment to the Warrenville Wastewater Utility Agreement. The only revision that I think is necessary is on page four, section B-I. regarding the payments on the 1972 bonds. Those bonds were refunded in their entirety in December, 1993. Therefore, I believe that section should reference the Waterworks & Sewerage Revenue Bonds, Series 1993.

In section B-II, you reference the refunding of the 1984 bonds. The 1984 bonds were also refunded in their entirety, so I believe a more appropriate reference would be the Waterworks & Sewerage Revenue Bonds, Series, 1992.

Please let me know if you need any additional information to complete the agreement.



ORDINANCE NO. 94 - \_\_\_\_

**AN ORDINANCE AUTHORIZING THE EXECUTION OF THE SECOND  
AMENDMENT TO AGREEMENT FOR WASTEWATER UTILITY SERVICE  
BETWEEN THE CITY OF WARRENVILLE AND THE CITY OF NAPERVILLE**

WHEREAS, on April 5, 1982, the City of Naperville and the City of Warrenville entered into a certain Agreement for the provision of wastewater utility services to the City of Warrenville under the terms and limitations contained in the Agreement; and

WHEREAS, on December 18, 1984, said Agreement was amended; and

WHEREAS, the City of Warrenville has requested that the City of Naperville commit to provide wastewater utility service to certain undeveloped territory not heretofore requiring *Cantera* wastewater utility service; and

WHEREAS, the City of Warrenville has committed to perform the duties and obligations contained in the Second Amendment to the Wastewater Utility Service Agreement between the City of Warrenville and the City of Naperville in consideration of the City of Naperville's provision of wastewater utility service to the Warrenville Development Limited Partnership's property, which Agreement is attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, the City of Naperville and the City of Warrenville have further agreed that the Second Amendment to said Agreement, if approved, shall not be effective until the Warrenville Development Limited Partnership's property shown on Exhibit A to the Second Amendment to the Agreement is transferred from Naperville Fire Protection District jurisdiction to Warrenville Fire Protection District jurisdiction; and

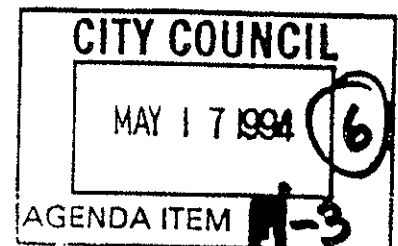
WHEREAS, the City of Warrenville and the City of Naperville are authorized by Section 10, Article VII of the Illinois Constitution of 1970 to enter into agreements for the provision of services in such manners as are not prohibited by law; and

WHEREAS, the corporate authorities of the City of Naperville find that it is in the best interest of the City of Naperville to authorize the execution of said Second Amendment to the Agreement on the terms and conditions contained therein.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL of the City of Naperville, acting in the exercise of their home rule and constitutional authority as follows:

SECTION 1: That the City Manager of the City of Naperville is hereby authorized to execute the Second Amendment to the Agreement for Wastewater Utility Service between the City of Warrenville and the City of Naperville, which Agreement is attached hereto and incorporated herein as Exhibit 1.

SECTION 2: That this authorization for the execution of said Agreement is expressly conditioned upon and subject to the transfer of jurisdiction from the Naperville Fire Protection District to the Warrenville Fire Protection District of the Warrenville Development Limited Partnership's property, as legally described in said Agreement.



SECTION 3: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law, and subject to the limitations contained in SECTION 2, above.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 1994.

AYES:

NAYS:

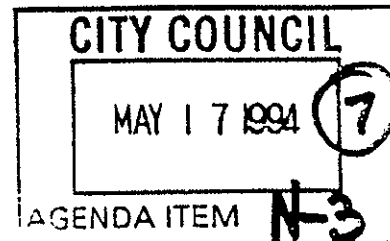
ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 1994.

\_\_\_\_\_  
Mayor  
Samuel T. Macrane, Jr.

ATTEST:

\_\_\_\_\_  
City Clerk  
Suzanne L. Gagner





MAY 17 1994

(8)

AGENDA ITEM

N-3

**SECOND AMENDMENT TO AGREEMENT FOR  
WASTEWATER UTILITY SERVICE BETWEEN  
THE CITY OF WARRENVILLE AND THE CITY OF NAPERVILLE**

THIS SECOND AMENDMENT TO AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1993, by and between the CITY OF NAPERVILLE, an Illinois municipal corporation of DuPage and Will Counties, Illinois (hereinafter referred to as "Naperville"), and the CITY OF WARRENVILLE, an Illinois municipal corporation of DuPage County, Illinois (hereinafter referred to as "Warrenville").

**W I T N E S S E T H :**

WHEREAS, Naperville and Warrenville have heretofore entered into a certain AGREEMENT FOR WASTEWATER UTILITY SERVICE BETWEEN THE CITY OF WARRENVILLE AND THE CITY OF NAPERVILLE, dated April 5, 1982 (hereinafter referred to as "Agreement"); and

WHEREAS, on December 18, 1984, Warrenville and Naperville approved an Amendment to the Agreement (hereinafter referred to as the "First Amendment"); and

WHEREAS, Warrenville and Naperville mutually desire to further amend the Agreement in order to provide for wastewater utility service to Warrenville Development Limited Partnership's Property (the "Warrenville Development Property") shown on Exhibit A hereto; and

WHEREAS, Naperville and Warrenville are authorized by Section 10, Article VII of the Illinois Constitution of 1970 to enter into this intergovernmental agreement;

NOW, THEREFORE, in consideration of intergovernmental cooperation and the mutual promises hereinafter set forth, it is agreed by and between Naperville and Warrenville as follows:

**EXHIBIT**

1. That Paragraph 6 of the Agreement, as amended by the First Amendment, is hereby amended in its entirety and shall hereafter read as follows:

6. Warrenville shall pay to Naperville monthly charges for its share of the cost involved in the transport, pumping and treatment of Warrenville's wastewater by Naperville. The Classes of Charges were originally developed in a detailed report by R.W. Beck and Associates, dated May 24, 1979 and in specific in Section IV. A copy of said Section IV is attached hereto and incorporated herein as Exhibit B. These Classes of Charges were further defined in January 1984. The appropriate Variable, Monthly and Capital charges are as follows:

A. Variable Charges

I. Wastewater Treatment & Biosolids Processing and Ultimate Disposal:

The monthly charge shall be obtained by multiplying the sum of the monthly volume of wastewater as measured at the River Road Metering Station and the Warrenville Development Property Metering Station, plus Warrenville's proportionate share of the allowable infiltration of the River Road and Springbrook interceptors by a rate per 100 cubic feet.

The rate per 100 cubic feet shall be obtained by dividing

- a) total annual operating, maintenance and replacement expense of the City of Naperville's Springbrook Treatment Plant, by

$$\text{Cost per CF to treat WW} = \frac{(O + M) * \text{Cap}}{(\text{CF Wastewater}) \div 100}$$

- b) the total wastewater treated at the plant.

II. Interceptor Sewer Transport Charge for Wastewater Flow from City of Warrenville, exclusive of the Warrenville Development Property.

The monthly charge shall be obtained by multiplying the monthly volume of Wastewater as measured at the River Road Metering Station by a rate per 100 cubic feet.

The rate per 100 cubic feet shall be obtained by multiplying

- a) annual cost of operating the Interceptor Sewer in Naperville carrying Warrenville's wastewater to the pump station and treatment plant by

- b) the ratio of the Warrenville projected peak flow (population of 14,220 x 250 gal/capita/day) to the Design Capacity of each respective section of interceptor,  $14,220 * 250 = 3,555,000 \text{ gal per day}$ .

$$\text{Cost} * \frac{3,555,000}{\text{Design Capacity}} = 2$$

San. Sewer Waste Water  
11/11/84

CITY COUNCIL

MAY 17 1994

9

and dividing the product of a) and b) by the total annual wastewater flow as metered at the River Road Metering Station.

III. Interceptor Sewer Transport Charge for the Warrenville Development Property's Wastewater Flow:

Warrenville Development Limited Partnership or its successors in interest (the "Owner") shall have the right to connect to Naperville's interceptor sewer downstream of the River Road Metering Station and receive wastewater transport and treatment service pursuant to Section C.I., beginning June 1, 1994.

*Journal*  
The monthly charge shall be obtained by multiplying the monthly volume of wastewater as measured at the Warrenville Development Property Metering Station by a rate per 100 cubic feet.

The rate per 100 cubic feet shall be obtained by multiplying

- a) annual cost of operating the Interceptor Sewer in Naperville carrying the Warrenville Development Property's wastewater to the pump station and treatment plant by
- b) the ratio of the Warrenville Development Property's projected peak flow (population of 10,000 x 250 gal/capita/day) of the Design Capacity of each respective section of interceptor,

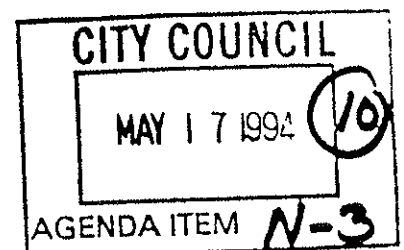
*a#b*  
*Flow of WDPMS*  
and dividing the product of a) and b) by the total annual wastewater flow as metered at the Warrenville Development Property Metering Station.

✓ IV. Northwest Pump Station Charge for the Warrenville Development Property's Wastewater Flows: *Candera*

The monthly charge shall be obtained by multiplying the monthly volume of wastewater as measured at the Warrenville Development Property Metering Station, plus the Warrenville Development Property's proportionate share, adjusted annually, of the allowable infiltration of the River Road interceptor by a rate per 100 cubic feet.

The rate per 100 cubic feet shall be obtained by dividing

- a) total annual operating, maintenance and replacement expenses of the City of Naperville's Northwest Pump Station by
- b) the total wastewater pumped through the Station.



**B. Fixed Monthly Charges**

**I. Debt Service of Original 10 M.G.D. (Million Gallons per Day) Plant construction and Interceptor Sewers:**

A fixed monthly payment obtained by dividing

- a) Total Cost of the Original Plant and Interceptor Sewers by
- b) 348 months (29 years x 12 months).

Payments will be made until the month of October in the year 2008 provided that if any of the Waterworks and Sewerage Revenue Bonds, Series 1993, are called, refinanced or paid prior to the date of their maturity, the charge to Warrenville for the interest expense shall be adjusted proportionately.

The total cost of original plant and interceptor sewers is equal to 7.11% of the Total Construction Cost plus the Interest Expense of the Revenue Bonds, Series 1972, which is equal to 1.2416972 times the Total Construction Cost. The 7.11% represents 7,110 population equivalent of the 10.0 M.G.D. original treatment plant capacity allocated to Warrenville (1 population equivalent = 100 gal. per day of flow).

$$\text{Cost} = 2,144,400 / 1.2416972 = 6,559,087$$

1972 interest = 6,405,000

**II. Debt Service of the 5 M.G.D. Plant Expansion:**

A fixed monthly payment obtained by dividing the

- a) Total Cost of the 1984 plant expansion by
- b) 204 months (17 years x 12 months).

Payments began in January of 1985 and were refinanced June 16, 1992. The charge to Warrenville for the principal and interest expense shall be adjusted proportionately.

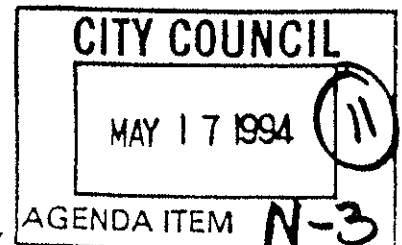
The total cost of 1984 Plant Expansion shall be equal to 14.22% of the Total Construction Cost plus the Interest Expense of the Waterworks and Sewerage Revenue Bonds, Series 1992, which is equal to 0.987400 times the Total Construction Cost less estimated Interest Credit for investment earnings. The 14.22% represents 7,110 population equivalent of the 5.0 M.G.D. plant expansion capacity allocated to Warrenville (1 population equivalent = 100 gal. per day of flow).

$$\text{1984 interest} = 9,750,000$$

$$\text{Cost} = 9,749,627.15 \times 0.987400 = 9,750,000$$

(1982)

**III. Other Local Capital Improvements:**



A fixed monthly payment equal to the prior 5 year Annual Average of the Other Local Capital Improvement Cost divided by 12 months. Other local capital improvement costs equal the sum of

- a) The Total Construction Cost of Other Local Capital Improvements at the Springbrook plant multiplied by the ratio of Warrenville's annual measured flow at the Tollroad metering point plus allowable infiltration to the total annual wastewater treated at the plant and
- b) The Total Construction Cost of Other Local Capital Improvements at the North Pumping Stations multiplied by the ratio of Warrenville's annual measured flow at the Tollroad metering point plus allowable infiltration to the total annual wastewater pumped through the Station.

Other local capital improvements shall mean major capital improvements which do not result in an increase in the current treatment capacity of 18.75 M.G.D. of the Springbrook Treatment Plant.

In the event that the current capacity of the Springbrook Treatment Plant is hereafter expanded, the parties shall confer as to the fixed and variable costs for any such plant addition based upon the additional capacity allocation to Warrenville, as may be requested by Warrenville and agreed to by Naperville.

#### IV. Flow Metering, Billing, & Interceptor Inspection:

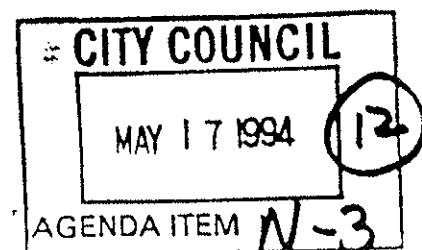
A fixed monthly payment equal to the prior 5 year annual average costs for the Total Expense divided by 12 months.

The Total Annual Expense shall be the sum of the annual costs for:

- a) calibrating of and repairs to the master meter,
- b) reading the master meter and preparing the monthly invoice for Warrenville,
- c) labor, material and transportation to inspect the interceptors multiplied by the Warrenville ratio described in b) A-II "Interceptor Sewer Transport Charge."; and

#### C. Prepaid Capital Charges Attributable to Warrenville Development Property

- I. Capital Charge for Additional to Wastewater Treatment Plant/18.75 M.G.D. Expansion



375 C/A  
305

a) Naperville has completed a 3.75 M.G.D. expansion of the Springbrook Treatment Plant. Subject to the payment by Warrenville of the capital charges hereinafter set forth, Naperville agrees to reserve 2,000 P.E. (Population Equivalent) of capacity for the Warrenville Development Property i.e., 0.20 M.G.D., which capacity is in addition to the capacity guaranteed to Warrenville by virtue of Paragraph 15 of the Agreement, in the expanded treatment plant (1 P.E. equals 100 gals/day average flow) and set aside additional capacity pursuant to Section c hereinbelow.

0.20  
3.75  
= 3.95

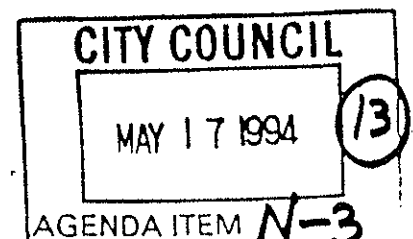
b) Warrenville shall pay to Naperville \$508,000.00 on June 1, 1994, which is equal to \$2.54 per gallon for 0.20 M.G.D. of reserved capacity, all as set forth in a report prepared by Clark Dietz, Inc., dated February 14, 1991, as revised August 13, 1993 and revised July 20, 1993, which is attached hereto and incorporated herein as Exhibit C.

c) Naperville hereby agrees to provide an additional 0.8 M.G.D. (8000 P.E.) of wastewater treatment capacity for Warrenville in minimum draws of 0.1 M.G.D. (the "Option"). The Option will not be a reservation of capacity but will represent Warrenville's prior right to purchase such capacity under the terms of this Agreement.

A portion of the Option will be considered reserved only when Warrenville pays the costs associated with such portion of the Option as described in paragraph (d) below.

d) Warrenville will have the right to reserve all or a portion of the Option by payment of the cost in effect at the time of the reservation as set forth on the schedule attached hereto as Exhibit D and incorporated herein by reference. In the event Naperville does not have the capacity to provide all of the option requested by Warrenville, Naperville agrees to provide that portion for which it does have capacity, and agrees to provide the balance thereof within 2 1/2 years from the date of the request.

e) In the event Warrenville reserves capacity as set forth in subparagraph c) above, Warrenville will be permitted to make the necessary payments to Naperville in ten annual installments plus interest on the unpaid balance of such payments at the municipal borrowing rate for obligations of Naperville with similar maturities (or if Naperville finances the construction of an additional expansion to the Springbrook Treatment Plant, the actual interest rate incurred by Naperville therefor). The total of such payments and interest shall be paid in equal annual amounts commencing on the date the reservation is made and on the first nine anniversaries thereof. That is, all of the installments shall be equal in amount and shall include the interest due on the total outstanding payments



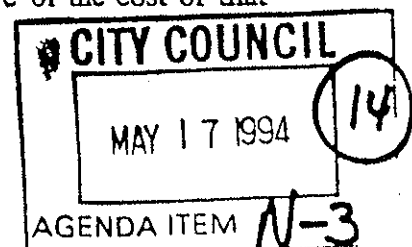
plus a portion of the total payments necessary to amortize the payments over the ten year period.

## II. Capital Charges for Northwest Wastewater Pump Station

- a) Naperville is presently constructing a Northwest Wastewater Pump Station at the northwest corner of Ogden Avenue and River Road which will be used to transport wastewater from the Warrenville Development Property to the treatment plant.
- b) Warrenville shall pay to Naperville 37.75% of the actual construction cost of the Northwest Wastewater Pump Station, which is estimated at \$1,100,000.  
*1100000 x 37.75 = 415,250*
- c) Warrenville shall pay to Naperville \$415,250 as follows: \$200,000 within thirty (30) days of the execution of this Second Amended Agreement and the balance in four equal annual installments of principal and interest on the first four anniversary dates of this Amended Agreement with interest at the municipal borrowing rate of Naperville with similar maturities, (or if Naperville finances the construction, the actual interest rate incurred by Naperville therefor) to help finance construction of the Northwest Waste Pump Station. The parties agree to adjust Warrenville's payment by rebate or surcharge upon receipt by Naperville of the actual costs of said construction.

## III. Capital Charges for Force Main

- a) A 20" force main has been constructed along River Road from Aurora Avenue to the site of the Northwest Wastewater Pump Station. Warrenville agrees to pay its share of the cost of said force main in the manner hereinafter set forth.
- b) Naperville has already completed construction of a portion of the force main from Aurora Avenue to the Burlington Northern Railroad tracks (approximately 4,494 feet). Warrenville shall pay \$147,756 as its proportionate share of the cost of that portion of the force main extension within 30 days of the execution of this Second Amendment to the Agreement.
- c) Naperville has also constructed the remaining portion of the force main extension from the Burlington Northern Railroad tracks to the northwest corner of Ogden Avenue and River Road (approximately 960 feet). Warrenville shall pay 37.7% of the actual cost for construction of this segment of the force main, as its proportionate share of the cost of that

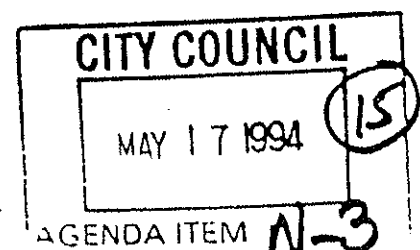


portion of the force main. Warrenville's proportionate share is \$74,890. Warrenville agrees to pay said amount to Naperville within 30 day as of the execution of this Second Amendment to the Agreement.

2. Warrenville shall require, as a condition to the owner of the Warrenville Development Property connecting any mains from the property to Naperville's interceptor system, that the Owner will reserve a 75' by 75' parcel of land on said property, in the area shown on Exhibit E hereto, for the purpose of installing and maintaining a wastewater holding tank designed to reduce peak wastewater output from the Warrenville Development Property. The holding tank will be designed and then installed within eighteen (18) months of written direction by the City of Naperville. However, in the event full land development and buildout occurs in the tributary area to the River Road interceptor sewer, or upon the City's release of this obligation, Warrenville's obligations under this paragraph shall cease. The holding tank will be sized in accordance with the criteria established in the Wastewater Study prepared by SDI Consultants, dated October 12, 1991. In determining whether to release Warrenville of its obligations hereunder, Naperville agrees to be responsible, responsive and reasonable, in applying its analysis herein.

3. Naperville shall cooperate with the Owner of the Warrenville Development Property in connection with connecting any sanitary sewers from the property to Naperville's sanitary interceptor sewer at River Road.

4. The portion of the Agreement and the First Amendment which are not specifically amended herein are hereby ratified and affirmed and shall remain in full force and effect.





IN WITNESS WHEREOF, the parties have hereunto executed this Second Amendment and affixed their respective seals on the date first above written.

CITY OF WARRENVILLE

\_\_\_\_\_  
Mayor

ATTEST:

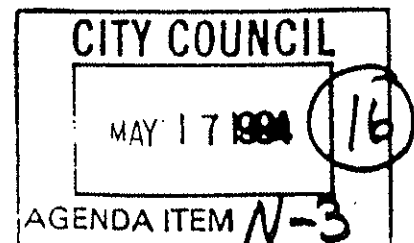
\_\_\_\_\_  
City Clerk

CITY OF NAPERVILLE

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



9/14  
Julie, I have highlighted  
the pertinent portions for  
how this fee was calculated  
on pages 3 & 4. The \$900,646 is  
initial payment for November 2014.  
Future payments of \$215,250 +  
interest over 4 years will be included.  
- please advise what accounts these  
funds will go in + if re-

C + P account will be  
affected.  
also, can you send copy of  
cash receipts.

THANKS  
Bernie